

E-Filed 04/21/2010

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

DORIAN W. GRAY,

No. C 10-00483 RS

Plaintiff,

ORDER RE: STIPULATIONS

v.

CENTRAL MORTGAGE COMPANY, d/b/a
CENTRAL MORTGAGE LOAN
SERVICING COMPANY; MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC.; PATRIOT FINANCIAL
CORPORATION; MTC FINANCIAL INC.,
d/b/a TRUSTEE CORPS; and ALVIN
BROWN,

Defendants.

On February 3, 2010, plaintiff Dorian W. Gray filed a complaint against defendants Central Mortgage Company, d/b/a Central Mortgage Loan Servicing Company ("Central"); Mortgage Electronic Registration Systems, Inc. ("MERS"); Patriot Financial Corporation; MTC Financial Inc., d/b/a Trustee Corps ("Trustee Corps"); and Alvin Brown. The complaint alleged that defendants had violated the Real Estate Settlement Procedures Act ("RESPA"), specifically 12 U.S.C. § 2605, in relation to a mortgage loan on Gray's home. Gray requested a temporary restraining order ("TRO") and preliminary injunction to halt foreclosure proceedings.

The Court initially issued a TRO but dissolved it after an April 14, 2010, hearing. Likewise, Gray's request for a preliminary injunction was also denied. *See* Orders of April 14, 2010 and March 31, 2010. On April 19, 2010, five days after the TRO was dissolved and the request for the

No. C 10-00483 RS
ORDER

1 preliminary injunction was denied, the parties filed two stipulations. Both purportedly were signed
 2 by Gray on April 12, 2010, and by Central and MERS on April 14, 2010. The first is a stipulation to
 3 continue the April 14, 2010 hearing to July 8, 2010 and to extend the TRO until this time. The
 4 second is a stipulation to set aside a March 11, 2010, entry of default against Central. Several
 5 responsive documents from Central, including a motion to dismiss, are attached as exhibits.

6 While the Court is not opposed, in principle, to the first stipulation, it cannot be approved as
 7 it stands: the hearing which it purports to continue occurred five days ago, and the TRO which it
 8 purports to extend has been dissolved.¹ Should the signatory parties—Gray, Central, and MERS—
 9 wish to obtain Court approval for the informal agreement not to foreclose which they have
 10 apparently struck among themselves, they should submit a stipulation for the Court's signature
 11 which sets forth in detail the provisions to which they agree. The revised stipulation should be filed
 12 no more than seven calendar days from the entry of this order.

13 The second stipulation, in which the parties jointly request the Court to set aside entry of
 14 default, is less problematic than the first. As it appears likely, however, that Gray has only agreed to
 15 the withdrawal of default in exchange for a Court-approved halt to his foreclosure proceedings,
 16 approval of the second stipulation will be deferred pending submission of the revised stipulation set
 17 forth above.

18
 19 IT IS SO ORDERED.

20 Dated: 04/21/2010

21
 22 
 23 RICHARD SEEBORG
 24 UNITED STATES DISTRICT JUDGE

25
 26 ¹ Another potential problem with the stipulation is that only two of the five defendants have actually
 27 signed it. This problem is mitigated by the fact that two of the defendants—Patriot Financial
 28 Corporation and Alvin Brown—have not been served and are not yet a part of this lawsuit. The
 remaining defendant, Trustee Corps, has been served and has appeared, but it has declared its non-
 monetary status and willingness to be bound by the Court's orders.